

C.6

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: April 5, 2005

SUBJECT: **APPROVAL OF AMENDMENT TO INTERLOCAL AGREEMENT
FOR THE 2004-2005 WASTE REDUCTION AND RECYCLING
GRANT PROGRAM BETWEEN KING COUNTY AND THE CITY OF
REDMOND (CONTRACT NO. D33529D)**

I. RECOMMENDED ACTION

Authorize the Mayor to execute, on behalf of the City of Redmond, the amendment of the Interlocal Agreement for the 2004-2005 Waste Reduction and Recycling Grant Program between King County and the City of Redmond.

II. DEPARTMENT CONTACT PERSONS

David Rhodes, Director of Public Works	556-2705
Bill Campbell, City Engineer/Assistant Public Works Director	556-2733
Jon Spangler, Manager of Natural Resources Division	556-2823
Jerome Jin, Program Administrator	556-2811

III. DESCRIPTION

The City of Redmond Recycling Program is eligible to receive a grant of \$73,299 in 2005, which is the Redmond portion of the King County's 2004-2005 Waste Reduction and Recycling Grant Program. The entire grant amount will be applied as a part of the costs to sponsor the City's three recycling and collection events in 2005. This funding represents a portion of the monthly garbage bills paid by our residents to the King County.

IV. IMPACT

A. Service/Delivery:

Recycling and Collection Events

In 2004, the City sponsored three recycling and collection events, which served 2,757 vehicles and collected 414 tons of various materials. The majority of the items were either for reuse or recycling, including materials considered as household hazardous wastes. This popular program helps residents get rid of hard-to-recycle and bulky items. It also reduces the occurrence of illegal dumping in and around the City.

B. Fiscal:

The King County's Waste Reduction and Recycling Grant Program will provide \$73,299 for the City's recycling and collection events in 2005. No City matching funds are required for this grant.

V. ALTERNATIVES

The Council could choose not to accept the amendment of the Interlocal Agreement for the 2004-2005 Waste Reduction and Recycling Grant Program between the King County and the City of Redmond and use 100% of City funds for the project.

VI. TIME CONSTRAINTS

The City must spend all of the Waste Reduction and Recycling Grant Program funds between January 1 and December 31, 2005.

VII. LIST OF ATTACHMENTS

- A. King County's Contract # D33529D
- B. Redmond's Scope of Work

s/s

David Rhodes, Director of Public Works

3/21/05

Date

Approved for Council Agenda **s/s**

Rosemarie Ives, Mayor

3/25/05

Date

ATTACHMENT A

CONTRACT # D33529D

INTERLOCAL AGREEMENT

Between

KING COUNTY and the CITY OF REDMOND

This Interlocal Agreement (hereinafter referred to as the Agreement) is executed between King County, a political subdivision of the State of Washington, and the City of Redmond, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively.

This Agreement has been authorized by the legislative body of each party as designated below:

King County Ordinance No. 2003-0462

City _____

PREAMBLE

King County and the City of Redmond adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and direction. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this agreement as Exhibit B. Grant funding for this program is subject to the yearly budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be generously shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Redmond by the County for waste reduction and recycling programs and/or services as outlined in the Scope of Work and Budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2004 shall not exceed \$76,499. The City understands that even though this agreement is two years in duration, funding for this program is subject to the yearly budget approval process of the King County Council.
2. During the two year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a city official. These reports will include:
 - a) a description of each activity accomplished pertaining to the scope of work; and
 - b) reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the city's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2006.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on January 31, 2005 and March 31, 2006.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of each January, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

3. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2006.
4. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.

5. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
6. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
7. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
8. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.

10. The City shall maintain a record of the use of any equipment that costs more than \$500 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2008.
11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.

13. If the City accepts funding through this grant program for the provision of special recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
14. The City understands that funding for special recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process and that provision of funds for these events is not guaranteed for the second year of the grant program.
15. This project shall be administered by Jerome Jin, Solid Waste and Recycling Coordinator; City of Redmond; PO Box 97010; Redmond, WA 98073-9710; 425-556-2811; jjin@redmond.gov, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's yearly budget approval process. Provided that the funds are allocated through the King County Council's yearly budget approval process, grant funding to the City will include a base allocation of \$5,000 per year with the balance of funds to be allocated according to the city's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

The City of Redmond's budgeted grant funds for 2004 are \$76,499. This includes \$3,200 to support the city's 2004 Christmas tree collection activities. Grant funds allocated specifically for Christmas tree collection activities may only be used for Christmas tree collections and cannot be transferred to other tasks if unspent. Christmas tree funding is offered in 2004 only and will not be offered in subsequent years.

2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or

text provided by the City as follows: "artwork provided courtesy of the City of Redmond" and/or "text provided courtesy of the City of Redmond."

4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
5. The waste reduction and recycling grant program shall be administered by Morgan John, a Project Manager, or designee, to be specified by the King County Solid Waste Division.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2004 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2004 and shall terminate on December 31, 2005. However, if execution by either party does not occur until after January 1, 2004, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2004 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice
- B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.2. and Section II.A.3
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written or verbal request by the City and written or verbal approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee,
King County Solid Waste Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Jerome Jin
15670 NE 85th St.
P.O. Box 97010
Redmond, WA 98073-9710

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:

City

King County

Accepted for King County Executive

(Title)

BY _____

Director of Natural Resources and Parks

Date

Date

Pursuant to _____

Pursuant to Ordinance No. 2003-0462

Approved as to form:

Approved as to form:

City Attorney

King County Prosecuting Attorney

Date

Date

CONTRACT AMENDMENT

Page 1 of 1 Pages

Project Name 2004-2005 WR/R Grant Program
Agency/Contractor City of Redmond
Address P.O. Box 97010
Redmond, WA 98073-9710

Contract No. D33529D
Date Entered Jan. 1, 2004
Amendment No. 1
Date Entered Jan. 1, 2005

AMENDMENT REQUESTED BY:
<i>Solid Waste Division</i>
Organization
<i>Theresa Jennings, Director</i>
Name

AMENDMENT AFFECTS: ("X" applicable items)	
<input checked="" type="checkbox"/> Scope of Services	Method of Payment
Time of Performance	Reliance
<input checked="" type="checkbox"/> Compensation	Terms & Conditions
Results of Services	

NECESSITY FOR CHANGE This amendment updates the City of Redmond's 2004-2005 WR/R grant agreement to distribute 2005 grant funds to the City and to continue the implementation of the City's 2004-05 WR/R tasks, as described in Exhibit A, Scope of Work.

AMEND Section II.A.1., second sentence

TO READ The total amount of funds available from this grant in 2005 shall not exceed \$73,299, plus any unspent 2004 WR/R grant funds.

AMEND Section II.B.1., fifth sentence

TO READ The City of Redmond's budgeted grant funds for 2005 are \$73,299.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

By KING COUNTY, WASHINGTON
FOR Ron Sims
Title King County Executive
Date _____

ACKNOWLEDGEMENT AND ACCEPTANCE	
Agency/Contractor	
By	_____
Title	_____
Date	_____

City of Redmond
Scope of Work and Budget
for 2004-2005 King County
Waste Reduction and Recycling Program

Attachment

I. Project A: Christmas Tree-cycling

The City of Redmond will use King County SWD's earmarked grant of up to \$3,200 to either host a Christmas Tree-cycling event or partner with private local facilities to collect and recycle trees from Redmond residents in the winter of 2004. We will provide any additional funding necessary for the project with our own budget.

II. Project B: Special Recycling and Collection Events

1. Title, Schedule and Location:

Title: The City of Redmond Special Recycling and Collection Events.

Schedule:

<u>Event</u>	<u>Day & Date</u>	<u>Hours</u>
Spring Event	Saturday, April 3, 2004	9:00 a.m. - 4:00 p.m.
Summer Event	Saturday, July 17, 2004	9:00 a.m. - 4:00 p.m.
Fall Event	Saturday, October 9, 2004	9:00 a.m. - 4:00 p.m.
Spring Event	Saturday, April 2, 2005	9:00 a.m. - 4:00 p.m.
Summer Event	Saturday, July 16, 2005	9:00 a.m. - 4:00 p.m.
Fall Event	Saturday, October 8, 2005	9:00 a.m. - 4:00 p.m.

Location: The City of Redmond's Municipal Campus Parking Lot
(8703 160 Ave. N.E. in Redmond)

(The above schedule and location are subject to change, which'll be provided to you once finalized.)

- 2. Manager:** Jerome Jin
15670 NE 85th St.
P.O. Box 97010
Redmond, WA 980073-9710
Phone: (425)556-2811
Fax: (425)556-2820
Email: jjin@redmond.gov

3. Activities:

Materials To Be Collected:

➤ Motor Oil, Oil Filters, Antifreeze, etc	➤ Bulky Organic & Wood Waste
➤ E-Waste Items	➤ Tires
➤ Reusable Household Goods & Textiles	➤ Ink Jet/Laser Cartridges
➤ Refrigeration Units	➤ Vehicle & Household Batteries
➤ Bricks, Rocks and Asphalt	➤ Scrap Metals
➤ Bulky garbage and CDL	➤ Ceramic Toilets

The above list may change according to the market conditions.

Educational Materials:

- ◆ The City of Redmond Magazine, *Focus*;
- ◆ Household Hazardous Wastemobile Schedule;
- ◆ Other materials available to us from DOE, KC and/or other agencies.

Event promotional methods:

Promotional brochures will be mailed directly one month prior to each event to both single- and multi-family residents in Redmond.

Event Staffing:

Site Manager:	Jerome Jin (1)
Greeters:	City Employees (3)
Event Staff:	City Employees (40)
Vendors:	Vendors' Employees (30)
Police Officers:	City Employees (3)

4. Budget:

Expense Items	Total Hours	Hourly Rate*	Total Cost	WRR Fund	LHWMP Fund	CPG Fund	City Fund
a) City Staff							
Planning and Administration (plus benefits)	270.00	37.86	10,222.36	6,747.33	989.56	0.00	2,485.47
Overtime at event	368.00	30.00	11,040.00	7,350.00	946.68	0.00	2,743.32
City Staff Cost Total	638.00	---	21,262.36	14,097.33	1,936.24	0.00	5,228.79
b) Consultant costs			0.00	0.00	0.00	0.00	0.00
c) Professional Services							
Bulky material hauling and disposal			15,000.00	5,000.00	0.00	0.00	10,000.00
Scrap metals			1,500.00	1,500.00	0.00	0.00	0.00
Petroleum products			1,500.00	0.00	1,500.00	0.00	0.00
TV sets, Monitors Recycling			2,500.00	700.00	650.00	0.00	1,150.00
Tire recycling			300.00	300.00	0.00	0.00	0.00
Battery recycling			350.00	0.00	350.00	0.00	0.00
Cement/brick/toilet recycling			200.00	120.00	0.00	0.00	80.00
Sub-total			21,350.00	7,620.00	2,500.00	0.00	11,230.00
d) Printing and paper			1,800.00	450.00	0.00	1,350.00	0.00
e) Mailing			2,000.00	1,000.00	0.00	1,000.00	0.00
f) Equipment and supplies			2,300.00	1,265.67	0.00	1,034.33	0.00
Total (per event)	---	---	48,712.36	24,433.00	4,436.24	3,384.33	16,458.79
Number of Events			3	3	3	3	3
Annual Total (Three Events)			146,137.07	73,299.00	13,308.72	10,152.99	49,376.36

III. Grant Summary

1. Project Grant/Reimbursement Summary

Year	Project	Grant Amount
2004	Christmas Tree-cycling	\$3,200
2004	Recycling Events	\$73,299
2005	Recycling Events	\$73,299
Sum		\$149,798

2. Project Evaluation and Reporting

The following measures will be used to evaluate the projects:

- ◆ Number of trees collected and vehicles participated;
- ◆ The volume of each material collected;
- ◆ Event cost by budget category;
- ◆ Tabular comparison of vehicle participation and material tonnage with that of the previous years
- ◆ Summary of survey data and/or comments collected, if available.

The above information/data will be reported to King County Solid Waste Division along with reimbursement requests.